

**GOVERNMENT OF THE PUNJAB  
HIGHER EDUCATION DEPARTMENT**

**BIDDING DOCUMENT**

**For**

**Hiring of Firm for Security Services**

Bid Reference No. SO(General)11-417/2025(Security)

Name of Procuring  
Agency:

Section Officer (General), Higher  
Education Department

Corresponding  
Address:

Section Officer (General), Higher  
Education Department Punjab  
Shahra e Quaid e Azam, Lahore

Phone:

042-99212528

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[soghed699@gmail.com](mailto:soghed699@gmail.com)

## INVITATION FOR BIDS

### Hiring of Security Services

*Bid Reference No. SO(General)11-417/2025 (Security)*

1. Higher Education Department Punjab, Lahore invites electronics bids on EPADS at [www.punjab.eprocure.gov.pk](http://www.punjab.eprocure.gov.pk) from the bidders i.e. Security Services providers firms / companies/JVs registered with relevant Authorities/Tax Departments (Income Tax, Sales Tax, PRA), having professional tax certificate for the fiscal year 2024-25 from Excise & Taxation Department and registered on EPADS. The bids should be submitted as per rule 38(2)(a) PPR-2014 single stage two envelope procedures description mentioned in the Tender Documents.

Procurement Title	Estimated Budget	2% Bid Security
Framework Contract for Provision of Security Services & Allied Services	12,500,000	250,000

2. All electric Bids must be accompanied by a scanned Bid Security of 2% of the estimated price in the name of Section Officer (General), Higher Education Department in the form of CDR/Demand Draft/Pay Order. The original instrument of bid security must be delivered in HED office prior to closing date of submission of bids.
3. The complete electronic bid must be submitted online at [www.punjab.eprocure.gov.pk](http://www.punjab.eprocure.gov.pk), as per the following schedule:

<b>Bid Submission Date &amp; Time</b>	<b>07.04.2025 (Monday) 11:00 AM</b>
<b>Bid Opening Date &amp; Time</b>	<b>07.04.2025 (Monday) 12:00 PM</b>

4. Bidding Documents are immediately available after date of publication. Higher Education Department Punjab will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or online submission of bids. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding Documents carrying all details can also be downloaded from the website of Punjab Procurement Regulatory Authority <http://ppra.punjab.gov.pk> and [www.punjab.eprocure.gov.pk](http://www.punjab.eprocure.gov.pk).
5. All prospective bidders shall be required to quote rate. The lowest evaluated bidder shall be considered for award of contract.

**SECTION OFFICER (GENERAL)**  
GOVERNMENT OF THE PUNJAB  
HIGHER EDUCATION DEPARTMENT  
Shahra Quad e Azam, Mall Road, Lahore  
PHONE NO. 042-99212528

## GENERAL INSTRUCTIONS

1. A Bidder/ Service Provider shall be a legally registered entity with the formal intent to enter into an agreement.
  - 1.1 The bidder must be an active tax payer. Registration certificate with Punjab Revenue shall be provided by the bidder(s).
  - 1.2 A Bidder who is barred / blacklisted or disqualified by Punjab Procurement Regulatory Authority (PPRA) and Procuring Agency would not be eligible to submit the Bid. The Bidder will submit an affidavit on stamp paper of Rs.100/- in this regard.
  - 1.3 The bidder shall provide all information required in the bidding documents and documents to substantiate its claim for eligibility.
2. At any time prior to the deadline for submission of bids, the Procuring Agency / Department, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment. Such amendment / response shall be sent to all prospective Bidders that have received the bidding documents, and shall be binding on them.
3. The Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.
4. For the purpose of preparing the bid, the interested bidders are allowed to visit the site to conduct the survey and relevant assessments.
5. The bidders shall submit technical and financial proposals through E-PADS not later than **07.04.2025 (Monday), at 11:00 A.M.**
6. In preparing the technical proposal, the bidders are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at bidder's risk and may result in rejection of the proposal.
7. The technical proposals shall be opened on **07.04.2025 (Monday), at 12:00 P.M** in the presence of bidders and / or their authorized representatives. Representatives shall have a signed authority letter from the bidder to be presented during the bid opening.
8. The offer must be valid for **06 Months** from the last date of submission of bids.
9. The procuring agency shall evaluate the technical proposal in a manner prescribed in the document, without reference to the price, and reject any proposals that do not conform to the specified requirements.
10. After submission, no amendments in the technical or financial proposal shall be permitted.
11. After the evaluation and approval of the technical proposal, the procuring agency, shall at a time within the validity period, publicly open the financial proposals of the technically responsive bidders, on a time, date and venue announced and communicated to the bidders in advance in the presence of the bidders or their representatives. The financial bids of the technically non-responsive bidders shall be returned unopened to the respective bidders.

12. The quoted prices shall be treated as firm and final in Pak Rupees.
13. **The Bidder shall indicate on the Price Schedule the Total Package Price of the Human Resource (Security Guards & Supervisors etc.) and a complete detail of weapons etc., to be deployed in Higher Education Department.**
- 13.1 Price Schedule is to be filled very carefully, and should be typed neatly.
- 13.2 Every page is to be signed and stamped at the bottom. The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If any taxes are not mentioned, the offered / quoted price shall be considered as inclusive of all prevailing taxes/ duties. The benefit of exemption from or reduction in the GST, PST or other taxes shall be passed on to the Procuring Agency.
- 13.3 While tendering quotation, the present trend / inflation in the rate of services and goods in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of services and goods shall be entertained after the bid has been submitted.
14. Financial proposal should be prepared using the formats attached in **Annexure-B**. Financial proposals of only the technically qualified / responsive bidders will be opened after due notification and procedure as laid down in PPRA rules.
15. Conditional Discounts shall not be considered in evaluation.
16. **The Financial Proposals should contain:**
- 16.1 Covering Letter on Company letter-head
- 16.2 Human Resource Cost (Security Guards & Supervisors) including all taxes.
- 16.3 **Bid Security** - In the shape of a Bank Guarantee/ CDR equivalent to 2% of total estimated cost of Rs.12,500,000 which comes to Rs.250,000/- along with Technical Bid in the name of " **Section Officer (General), Higher Education Department**".
17. The award of the contract shall be valid upto 06 Months from the date of signing the contract.
18. The Service Provider will enter into contract within **ten (10) days** after issuance of Letter of Award/ Advance Acceptance of Tender.
19. The Service Provider must quote the Contract Title and include the following declarations:
- 19.1 Have examined the information provided in terms of reference and offer to undertaking the work described in accordance with requirements as set out in the TOR.
- 19.2 The proposal (Technical & Financial) has been arrived independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other potential investor invited to submit proposal for this contract.

- 19.3 Confirm that the enclosed hard copy/ electronic versions of the technical proposal are true and have complete copies of these documents.
- 19.4 Confirm that all Service Provider will be available to undertake the services.
- 19.5 Confirm that there are no personal, financial and business activities that will, or might, give rise to a conflict of interest, if the bidder is awarded with this contract.
- 19.6 Confirm that the Service Provider:
  - 19.6.1 Are not or have not been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing.
  - 19.6.2 Have not been convicted of any offence concerning professional misconduct.
  - 19.6.3 Have not been convicted of corruption including the offence of bribery.
  - 19.6.4 Agree to bear all costs incurred s in connection with the preparation and submission of proposal and to bear any further pre-contract costs.

## **Bidding Method and Evaluation**

### **20. Bidding Method**

As per rule 38 2(a) of PPR, 2014 (amended) Single Stage Two Envelopes Bidding Procedure shall be adopted.

### **21. Rejection of Bids**

- 21.1 The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as per Rule 35 of PPR, 2014 (amended)
- 21.2 The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of bids or proposals, but shall not be required to justify those grounds.
- 21.3 The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (l) towards the bidders.
- 21.4 The bidders shall be promptly informed about the rejection of the bids, if any.

### **22. Performance Security**

The successful bidder shall furnish a Performance Security in the shape of Bank Guarantee from any scheduled bank operating in Pakistan on the format attached as **Annexure-D** of the amount equivalent to **10% of the total Contract amount**, with annual validity before the signing of the contract.

### **23. Bid Evaluation**

- 23.1 If the technical component achieves 65% points, the bid will be considered technically responsive. Those bids scoring less than 65% will not be considered for financial bid opening.
- 23.2 Financial bids of technically responsive bidders shall be opened at a date and time fixed and notified in advance to the bidder. The contract may be awarded to the lowest financial bid of the technically qualified bidders (bidders scoring 65% or more in the technical evaluation) subject to reasonability of prices. However, Procuring Agency may reject all proposals as specified in rule 35 of Punjab Procurement Rules, 2014.

#### **23.2.1 Technical Evaluation**

The technical evaluation of the bid shall be according to the criteria given in **Clause 12**. All compliance certificates need to be submitted with the technical bid along with all lists and other requirements with proofs.

### **23.2.2 Financial Evaluation**

The financial evaluation of the bid shall be according to the financial proposal as given in **Annexure-B**. Incomplete bids shall stand rejected.

### **24. Redressal of Grievances**

- 25.1. The Procuring Agency shall constitute a committee, according to Rule 67 of Punjab Procurements Rules 2014, comprising odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 25.2. Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than **five (05)** days after the announcement of the technical bid evaluation report.
- 25.3. The committee shall investigate and decide upon the complaint within **fifteen (15)** days of the receipt of the complaint.
- 25.4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## GENERAL CONDITIONS OF CONTRACT

### 1. Overview of Facility and Scope of Works:

The Service provider must be reputed company, shall have good name, standing, requisite experience, expertise and professional reputation for performing similar job/ assignment.

Higher Education Department Punjab requires the services of **Security Supervisors and Security Guards** equipped with latest weapons to secure the premises, under Framework Contract of Punjab Procurement Rules-2014.

Description		Location	Numbers	Remarks
<b>Guarding Staff</b>				
1	Security Supervisor Armed	Higher Education Department Punjab Shahra e Quaid e Azam	Under Framework Contract as per requirement	Shift in-change
2	Security Guards Armed	Lahore		Including relievers

Note: The Competent Authority of Higher Education Department Punjab has right to increase/decrease the quantity at any stage during the contract period as and when required basis under Framework (Rate) Contract Basis.

### 2. Services Required by Client (Higher Education Department Punjab):

2.1 The Service Provider (Contractor) shall provide, render and ensure Security Services as assigned by the Higher Education Department (HED) (Client) on round-the-clock basis, 24 hours per day, 07 days per week including off days and holidays. The Contractor shall be required to perform all necessary security services and duties as outlined in this Scope of Work. Unless directed by Client, the requirements of this Scope of Work shall continue uninterrupted despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters (natural, deliberate, or accidental).

2.2 The Contractor shall abide by all the terms and conditions laid down:

2.2.1. To control unauthorized access to HED premises.

2.2.2. To check entry and exit of the personnel, if required screen / inspect visitors and their baggage(s). Perform suppression and removal of invaders, demonstrators and unauthorized entrants.

2.2.3. To safeguard the property against theft, damage and misuse. Damage shall include setting up of banners, posters, advertisements, graffiti etc. without Client's permission in the mentioned facilities.

2.2.4. In case of any theft/ trespassing/unauthorized access or any other act that is under non-compliance of Client's terms and conditions, the Contractor may be delegated

power to retain and handover or hold the offender as per Client's Rules and Regulations to police as per case demand. The Contractor will also help the Client in lodging FIR with Police, if required.

- 2.2.5. To recognize and respond to security threats or breaches.
  - 2.2.6. To recognize and respond to emergency situations and safety hazards such as fire, power outages, medical emergencies, accidents, short circuits.
  - 2.2.7. To maintain log of all security violations and report occurrences to the Client as quickly as possible considering the nature of the violation;
  - 2.2.8. To patrol the premises from outside as required by this contract or as directed by the Client to prevent trespassing, vandalism, sabotage, catch a vehicle, etc.
  - 2.2.9. To monitor and provide information about public events or other activities in the geographic area that may impact slaughtering & other Operations.
  - 2.2.10. To perform monitoring and reporting of breach/breakage in fencing.
  - 2.2.11. To provide evidence of Security Staff attendance at each designated point on daily basis.
- 2.3 The Contractor shall be responsible for furnishing all Guards' Weapons, Uniforms, Whistles, Flashlights, Batteries, Metal Detector, Vehicle Checking Mirror, Communication Device i.e. walkie talkie sets with Base station or equivalent, raincoats, large & medium umbrellas, and other related equipments.
  - 2.4 The Contractor shall be responsible for seeing that regular supervision is maintained over all working personnel by taking action on and responding to performance concerns. It is the responsibility of the Contractor to see that all their activities are properly coordinated with the client's operations and modify assignments as required;
  - 2.5 The Contractor shall be responsible for all acts done by the personnel engaged by it. The Contractor shall at all-time use all reasonable efforts to maintain discipline and good order amongst its personnel and ensure that all its personnel are aware of the code of conduct governing the services including the Security Services. The Contractor or its personnel shall not at any time do, cause or permit any nuisance at the site / do anything which shall cause unnecessary disturbances or inconvenience to the visitors. The Contractor shall provide appropriate and necessary management and supervision for all of his employees and shall be solely responsible for instituting and invoking disciplinary action against employees not in compliance with Client's terms and conditions and instructions.
  - 2.6 The Contractor shall ensure proper License/permission, authorization, approval and consent including registrations, all applicable permits including all statutory and regulatory approvals from the concerned authorities, wherever applicable, in order to perform security services. The Contractor shall obtain compliance with all the Applicable Laws, Rules and Regulations, which are applicable to the Contractor or personnel deputed by him and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation.
  - 2.7 An authorized representative of the Contractor shall ensure his/her presence at short notice when required by the Client.

- 2.8 The Contractor shall not sub-contract any of its responsibilities contained in this Agreement to any sub agent or subcontractor without prior written permission of the Client, and if Client gives such written permission (which permission may be of a general or specific nature), it shall not be construed as waiver of any accrued rights and / or liabilities and the Contractor shall be fully responsible for all acts and omissions of its sub-contractors or sub agents.
- 2.9 The Contractor is responsible for the medical and accident insurance of its staff, payment of all dues like social security, EOBI etc. The Client shall not accept any responsibility of the designated security personnel in the event of death, injury, disablement or illness that may take place while performing/executing the contract. Any compensation or expenditure towards the treatment of such injury or loss of life shall be sole responsibility of the Contractor.
- 2.10 The Contractor shall ensure that it does not engage or continue to engage any person with criminal record / conviction or otherwise undesirable persons and shall bar such person from participating directly or indirectly in the provision of Security Services.
- 2.11 The Contractor shall be liable to the penalty for any loss incurred or suffered / any damage caused to movable or immovable property of the Client, on account of delayed, deficient or inadequate Security Services, or interruption in the Security Services for reasons directly and solely attributable to the Contractor.
- 2.13 The Contractor shall manage the rotation of guards on periodic basis i.e. weekly, fortnightly or monthly basis as per roster given by the Client.

### **3. Security Personnel Capabilities:**

- 3.1 The Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed the Client's expectations.
- 3.2 All on-duty staff of the Contractor shall wear proper uniform. The Contractor shall also provide seasonal uniforms and weather-appropriate protective clothing to their staff necessary to support continuous performance of contract requirements.
- 3.3 The Contractor shall ensure all guards are provided with the appropriate identification. The identification shall include display of valid security company ID, containing a picture of the guard / supervisor, at all times while in the facility as part of their uniform requirements.
- 3.4 All Security Guards assigned must be alert, punctual, physically fit, in good health, without physical / mental abnormalities / defects which could interfere with the performance of his / her duties including good vision without color blindness. They should possess good physique, necessary skills, knowledge, expertise and experience to satisfy the requirements of the security work involved. They should not be suffering from any contagious / major diseases
- 3.5 The age limit of security guard shall be from 25 to 45 years and supervisor 40 to 50 years.
- 3.6 The Contractor shall ensure that none of his personnel report in drunken state or consume drugs, prohibited substances, etc., while on duty.

- 3.7 No security personnel shall leave premises assigned, unless properly relieved by the next security personnel. The security posts / places shall not be left unmanned at any time during the period of the contract.
- 3.8 The Contractor shall ensure ban on double duties of Guards in continuation.
- 3.9 The Contractor shall provide minimum of 70% Ex-armed staff for security to Client and all supervisor must be Ex-armed minimum subaidar level or equivalent.
- 3.10 The Contractor shall liable all the rules and regulations of the labour laws, social security and all other laws applicable in Pakistan.

#### **4. Key Service-level Parameters:**

In case of non-performance of the Contractor for scope of work / responsibilities or its obligations, fine shall be charged as defined in Annexure-K. Such fine shall be limited to 05% (five percent) of the annual contract value. If the cumulative amount of such fine exceeds 05% of the annual contract value, then it shall be considered as event of default on part of the Contractor.

#### **5. Bid Security:**

- 5.1 The Bidder shall furnish the Bid Security in the following manner:
  - 5.1.1 Proposals must contain Bid Security in shape of CDR, Bank Draft, or Pay Order equivalent to 2% of the estimated price (Estimated price Rs. 12,500,000/-) in favor of "Section Officer (General) Higher Education Department", without which the offer shall be rejected being non-responsive.
  - 5.1.2 Issued by a scheduled bank operating in Pakistan, in the name of the Client (Higher Education Department).
  - 5.1.3 Have a minimum validity period of 120 days from the last date for submission of the Tender.
- 5.2 The proceeds of the Bid Security shall be payable to the Client, on the occurrence of any / all of the following conditions:
  - 5.2.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
  - 5.2.2 If the Bidder, having been notified of the acceptance of the Tender by the Client during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
  - 5.2.3 If the Bidder fails to provide the performance security in stipulated timeframe or format.
- 5.3 The Bid Security shall be returned to the technically unsuccessful Bidder. The Bid Security shall also be returned to the successful Bidder on furnishing the Performance Security.

#### **6. Tender Validity:**

The Tender shall have a minimum validity period of One Hundred Twenty (120) days from the last date of Bid submission. The Client may solicit the Bidder's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing.

#### **7. Opening of Tender:**

Electronic Bid(s) shall be opened, at the given place; time and date, in the presence of representatives of interested Firms who may like to attend, for which they shall ensure

their presence without further invitation.

#### **8. Clarification of the Tender by the Client:**

The Client shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is solid discretion of the Client.

#### **9. Determination of Responsiveness of the Tender:**

9.1 The Client shall determine the substantial responsiveness of the Bidder to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

9.1.1 meets the eligibility criteria for the Bidder for the Services;

9.1.2 meets the delivery period / point for the Services;

9.1.3 offers fixed price quotations for the Services in PKR

9.1.4 is accompanied by the required Bid Security as part of financial bid;

9.1.5 is otherwise complete and generally in order;

9.1.6 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

9.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Client's rights or the Tenderer's obligations under the Contract.

9.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, the Client may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender; but subject to approvals of the Tender Evaluation Committee.

#### **10. Rejection / Acceptance of the Tender:**

10.1 The Client shall have the right, at his exclusive discretion, to accept a Tender, reject all tender(s), cancel / annul the Tendering process at any time prior to award of formal Contract, without assigning any reason or any obligation to inform the Bidder of the grounds for the Client's action, and without thereby incurring any liability to the Bidder and the decision of the Client shall be final.

10.2 The Tender shall be rejected if:

10.2.1 It is substantially non-responsive; or

10.2.2 It is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

10.2.3 It is incomplete, un-signed, printed (hand written), partial, conditional, alternative, late; or

10.2.4 It is subject to interlineations / cuttings / corrections / erasures / overwriting; or

10.2.5 The Bidder fails to meet the minimum mandatory score of 65% against Technical Evaluation Criteria; or

10.2.6 The Bidder engages in corrupt or fraudulent practices in competing for the Contract award.

10.2.7 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.

10.2.8 The Bidder submits any financial conditions as part of its bid which are not in

conformity with tender document.

## **11. Performance Security:**

11.1 The successful Bidder shall furnish Performance Security as under:

11.1.1 Within ten (10) working days of the receipt of the Letter of Acceptance by the Client;

11.1.2 in the form of a Bank Guarantee/CDR/Demand Draft/Bank Draft/Pay Order, issued by a scheduled bank operating in Pakistan.

11.1.3 Denominated in Pak Rupees;

11.1.4 Having minimum validity period of one year from the date of Letter of Acceptance or until the date of expiry of yearly support period.

11.1.5 The successful Bidder shall furnish a Bank Guarantee @ 10% of the Contract/estimated amount mentioned in the bidding document.

11.1.6 The proceeds of the Performance Security shall be payable to the Client, on occurrence of any / all of the following conditions:

11.1.6.1 If the Contractor commits a default under the Contract;

11.1.6.2 If the Contractor fails to fulfill any of the obligations under the Contract.

11.1.6.2 If the Contractor violates any of the terms and conditions of the Contract.

11.1.7 The Performance Security shall be returned to the Bidder within 90 working days after satisfactory completion of security services.

## **12. Technical Evaluation Criteria (Data Sheet)**

The bidder must have valid registration with Home Department, (Federal Board of Revenue) FBR and (Punjab Revenue Authority) PRA. Those bidders not registered with Home Department Punjab, FBR & PRA or without valid license shall be considered technically with responsive.

### **(A) Mandatory Requirements**

The following documents/ certificates are the pre-requisite and may be used for initial screening. The Security Services Company will go in the next stage if it fulfills all the requirement of initial screening which are as under:

- a) The Bidding Firm/Company must have Valid Registration with SECP/Company Registrar etc.
- b) Valid NOC Letter issued from the Home Department, Government of the Punjab to provide security services.
- c) The Bidding Firm must have valid registration with APSAA. (Valid Copy attach
- d) Must have Office in Lahore. (Addressed of Offices along with contact numbers)
- e) Copy of Valid NTN/ PSTN/PRA Registration certificates.
- f) An Affidavit on Rs.100/- Stamp paper that "Presently Bidder(s) are not blacklisted/debarred by the Higher Education Department (Procuring Agency) or Punjab Procurement Regulatory Authority (Authority)."

NOTE: In order to qualify for the financial Bid, bidders are required to obtain a minimum score 65 out of 100.

### **Note:**

Bidding Document for Security Services

Signature & Stamp

<b>1. Number of Guards</b>	<b>Marks</b>	<b>Range of Guards</b>	<b>Marks</b>
At least 3,000 (List of Guards with signed & stamped)	<b>10</b>	3000 – 5000	6
		5001- 7,000	8
		7001 & above	10
<b>2. Number of Weapons</b>	<b>Marks</b>	<b>Range of Weapons</b>	<b>Marks</b>
At least 500 (List of Computerized Weapons Licenses and type of weapons attached)	<b>15</b>	500 – 1,000	5
		1001 – 1,500	10
		1,501 & above	15
<b>3. Number of Automatic Weapons</b>	<b>Marks</b>	<b>Range of Automatic Weapons</b>	<b>Marks</b>
At least 100 (List of Weapons along with Licenses and type of weapons attached)	<b>10</b>	100 – 150	5
		151 & above	10
<b>4. Number of Ex-Servicemen/ SGs employees</b>	<b>Marks</b>	<b>Range of Ex-Service/SGs employees</b>	<b>Marks</b>
At least 500 (List of Staff Attached along with copy of service book, pension book or other retirement document)	<b>10</b>	500 – 1000	6
		1001 - 1500	8
		1501 & above	10
<b>5. Financial Strength</b>	<b>Marks</b>	<b>Revenue (PKR)</b>	<b>Marks</b>
Revenue/ Annual Turnover (Copy of Latest/Last Audited Financial Statement or Tax Return of the Firm)	<b>20</b>	Up to 200 Million	10
		201-500 Million	15
		501 Million & above	20
<b>6. Govt./ Semi Govt. Experience</b>	<b>Marks</b>	<b>No of Organizations</b>	<b>Marks</b>
Experience of providing Security Services in at least 5 Govt./ Semi Govt. during the last 5 years. (Copies of Contracts, Performance/Completion Certificates attached)	<b>20</b>	05	10
		6 – 10	15
		10 & above	20
<b>7. Number of years of Service in Punjab</b>	<b>Marks</b>	<b>Ranges of Years</b>	<b>Marks</b>
At least 10 years NOC from Home Department Government of the Punjab. (Provide copy of First NOC and Current NOC issued by Home Department, Punjab)	<b>15</b>	10 – 15	5
		16 – 20	10
		21 & above	15
<b>Total Marks</b>	<b>100</b>		<b>100</b>

1. Technically responsive bidders those obtained minimum sixty-five percent (65%) marks and the lowest evaluated bidder shall be awarded contract.

### **13. Redressal of Grievances by the Client:**

- (1) The Client (Higher Education Department Punjab) shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- (2) Any bidder feeling aggrieved by any act of the Client after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- (3) The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- (4) Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

### **14. Contract:**

The Client shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within ten working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Client.

### **15. Contract Documents and Information:**

The Contractor shall not, without the Client's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Client in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### **16. Contract Language:**

The Contract and all documents relating to the Contract, exchanged between the Contractor shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

### **17. Insurance:**

The Contractor shall provide such insurance as is sufficient to protect against their theft, damage or deterioration during course of the service.

### **18. Payment:**

The procedure for payments to Contractor shall be as under:  
Bidding Document for Security Services

Signature & Stamp

- 18.1 The Contractor shall submit an Application for Payment (Invoice), in the prescribed form, to the Client. The Application for Payment shall (Invoice): be accompanied by such invoices, receipts or other documentary evidence as the purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Contractor, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.
- 18.2 The Client shall issue a Certificate of Payment, in the prescribed form, with a copy to the Contractor, verifying the amount due, within seven days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the services provided. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.
- 18.3 The Client shall pay the amount verified in the Certificate of Payment within thirty (30) days of receipt of a Certificate of Payment. Payment shall not be made in advance. The Contractor shall make payment after deduction of applicable tax, through cross cheque in name of Contractor.
- 18.4 Payments shall be made against successful delivery of services as per Security plan and Contractor approved by Higher Education Department Punjab

**19. Price:**

The Contractor shall not charge prices for the services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule (Financial Bid).

**20. Assignment / Subcontract:**

The Services will not assign or sub-contract its obligations under the Contract, in whole or in part.

**21. Extensions in time for performance of obligations under the Contract:**

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Contractor, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Contractor shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

**22. Liquidated Damages (LD):**

Both the parties mutually agreed that in case of security personal(s) is found absent/ on leave or not available on duty during any shift at site the penalty shall be imposed in the Bidding Document for Security Services

Signature & Stamp

following manners:

**Absence with Intimation**

If any security personal(s) is found absent/on leave/short leave or not available on duty at site with intimation to the Higher Education Department Punjab about his absence from duty before any surprise visit/check. The penalty shall be imposed @ Rs.1,000/- per day/ per personal.

**Absence without Intimation**

If any security personal(s) is found absent/on leave/short leave or not available on duty at site without intimation to the Higher Education Department Punjab about his absence from duty before any surprise visit/check. The penalty shall be imposed of @ Rs.2,000/- per day/ per personal.

**23. Forfeiture of Performance Security:**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract may, without prejudice to any other right of action/remedy it may have, forfeit Performance Security of the Contractor. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

**24. Termination for Default:**

24.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, or engages in any illegal activities, the Client may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served to the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor; provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

24.2 If the Client terminates the Contract for default, in whole or in part, the Client may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Contractor shall be liable to the client for any excess costs for such similar Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

**25. Termination for Insolvency:**

If the Contractor becomes bankrupt or otherwise insolvent, the Client may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

**26. Termination for Convenience:**

- 26.1 The Client may, at any time, by written thirty (30) days' notice served on the Contractor, terminate the Contract, in whole or in part.
- 26.2 The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Client. For the remaining services, the Client may elect:

**27. Force Majeure:**

- 27.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the purchaser or of the Contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the purchaser keeping in view all the circumstances and requirements of the Client.
- 27.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- 27.3 If a Force Majeure situation arises, the Contractor shall, by written notice served on the Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**28. Dispute Resolution:**

- 28.1 The Client and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty working days, from the commencement of such informal negotiations, the Client and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

**29. Statutes and Regulations:**

- 29.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

29.2 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

**30. Taxes and Duties:**

The Contractor shall be entirely responsible for all applicable taxes, duties and other such levies imposed by the concerned local provincial and federal authorities in Pakistan.

**31. Contract Cost:**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Client and shall in no case be responsible / liable for those costs /expenses e.g. Contract Stamp duty charges etc.

**32. Authorized Representative:**

The Client, or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation. From the Client, Administration Department will be authorized.

32.1 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Client, or the Contractor.

32.2 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

32.3 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

32.4 Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.

32.5 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser/the Client, the Contractor may refer the matter to the Client/the Client who shall confirm, reverse or vary such decision or instruction.

### 33. Special Stipulations:

<b>SCHEDULE-A, SPECIAL STIPULATIONS</b>	
<b>For ease of Reference, certain special stipulations are as under:</b>	
<b>Bid Security</b>	The Contractor shall furnish the Bid Security as under: for the whole Tender; Proposals must contain Bid Security in shape of CDR, Bank Draft, or Pay Order equivalent to 2% of the estimated price (Estimated price Rs. 12,500,000/-) in favor of "Higher Education Department", without which the offer shall be rejected being non-responsive; Having minimum validity period of 90 days from the last date for submission of the Tender.
<b>Performance Security</b>	The successful Bidder shall furnish Performance Security as under: within ten (15) working days after receipt of the Letter of Acceptance; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan; denominated in Pak Rupees; Having minimum validity period until the date of expiry of contract of security services. The successful Bidder shall submit a Bank Guarantee for 10% of the annual contract value or mentioned Estimated price of Rs. 12,500,000. The Performance Security shall be returned to the Tenderer within 90 working days after completion of contract period.
<b>Signing of Contract</b>	The Client shall, after receipt of the Performance Security from the successful Bidder, execute the Contract with mutual consents of both the Parties.
<b>Start date of Security Services</b>	To provide the services on said date and time, as specified by the Client.
<b>Contract Period</b>	The contract will be initially for the period of one year. However, it may be extendable for further two (02) years on yearly basis after approval of the Competent Authority.
<b>Standard Monetary Deduction for Default/ Non-Performance of Services.</b>	Both the parties mutually agreed that in case of security personal(s) is found absent/ on leave or not available on duty during any shift at site the penalty shall be imposed in the following manners: <b><u>Absence with Intimation</u></b> If any security personal(s) is found absent/on leave/short leave or not available on duty at site with intimation to the Higher Education Department Punjab about his absence from duty before any surprise visit/check. The penalty shall be imposed @ Rs.1,000/- per day/ per personal. <b><u>Absence without Intimation</u></b> If any security personal(s) is found absent/on leave/short leave or not available on duty at site without intimation to the Higher Education Department Punjab about his absence from duty before any surprise visit/check. The penalty shall be imposed of @ Rs.2,000/- per day/ per personal.
<b>Legal Status to Work in Pakistan</b>	The Bidder must be allowed and meet all conditions set forth by the GoPb to work with all concerned parties of the private, public, and not for profit sectors.

## Annexure-A: Technical Proposal Submission Form

### Proposal Submission Form

To

Section Officer (General)  
Higher Education Department Punjab  
Shahra e Quaid e Azam, Lahore.

Dated: \_\_\_\_\_

Sir,

We, the undersigned, offer to provide the **Hiring of Security Services** in accordance with your Tender Document dated (insert date) and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in single envelope.

We undertake, if our Proposal is accepted, to provide Security Services in Higher Education Department Punjab facilities. We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document. We are enclosing herewith all required documents mentioned in Technical Evaluation Criteria (Data Sheet).

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,  
Authorized Signature and Seal (Stamp) (In full and initials)  
Name and Designation of Signatory  
Name of Firm  
Address

**Annexure-B: Financial Proposal Submission Form  
(Framework Contract)**

Name of the Security Firm: \_\_\_\_\_

Address of the Security Firm: \_\_\_\_\_

NTN No: \_\_\_\_\_

Sales Tax/PSTN No: \_\_\_\_\_

Description		Location	Qty.	Rate per person/item (Inclusive of all applicable Taxes) PKR
<b>Guarding Staff</b>				
1	Security Supervisor Armed	Higher Education Department Punjab Shahr e Quaid e Azam Lahore	01	
2	Security Guards Armed		01	
<b>Communication Equipment</b>				
7	Walkie Talkie Sets with Base Station or equivalent	Higher Education Department Punjab Shahr e Quaid e Azam Lahore	01	
<b>Accumulated Quoted Bid Price of all items/services Inclusive of all Taxes</b>				

**Note:**

1. The Quoted Unit Price for each item / service should be lumpsum and final and must be inclusive of all kinds of applicable taxes.
2. The Bid Evaluation will be made on the basis of Accumulated Quoted Bid Price of all items /service inclusive of all taxes.
3. The validity of the Financial Proposal is One Hundred Twenty (120) days from the date of submission.
4. Technical responsive and lowest evaluated bidder shall be awarded the contract.

Authorized Signature & Stamp: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

### **Annexure-C: Company Profile**

The bidder shall provide the following

- Brief introduction of the company and organizational background
- Brief details of Total number of Guards
- List & Nos. of Weapons with their valid license number
- Army men in Total Guards.
- Experience in relevant assignments
- All documentary proof which is required in Technical Evaluation Criteria

### **Annexure-D: List of Clients**

The bidder shall provide the following

- List of total number of clients
- At least Two (02) Government client references for verifications
- Separate list of client in Government of the Punjab Departments/ Institutions

### **Annexure-E: Financial Proof**

The bidder shall provide the following

- Copies of Latest Audited Reports or Income Tax Returns.

### **Annexure-F: Associated Documents**

The bidder shall provide the following

- Copy of Certificate of Incorporation form SECP
- Copy of Registration Letter from Ministry of Interior Government of Pakistan
- Copy of Order for first Issuance of License/NOC Home Department, Government of the Punjab. Which shows the Proof for services in Punjab?
- Copy of valid/current/ongoing letter issued by the Home Department, Government of the Punjab.
- Copy of Registration with APSAA (Please provide both First and Latest)
- All other related documents

### **Annexure-G: Instructions for preparation of power of attorney**

- a) To be executed by an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d) In case the Client is signed by an authorized Director/ Partner or Proprietor of such Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

**Annexure-H: Format of POWER OF ATTORNEY**

(bidder's letter head officially signed and stamped)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing Pakistan's Computerized National Identity Card (CNIC) no. (Complete CNIC No.) who is presently engaged with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the Operation) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney) Date:

**Annexure-I: Undertaking**

**UNDERTAKING**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Signature

(Company Seal)

In the capacity of \_\_\_\_\_

Duly authorized to sign bids for and on behalf of:

## **Annexure- J: Format for Covering Letter**

To

Section Officer (General)  
Higher Education Department Punjab  
Shahra e Quaid e Azam, Lahore.

### **Sub: Tender for Hiring of Security Services for Higher Education Department**

Dear Sir,

- a) Having examined the tender document and Appendices we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of \_\_\_\_\_ days (as per requirement of the Services) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the (insert name of the Procuring Authority), incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company meets all the prequalification criteria indicated on your tender document. The details are as under

---

Authorized Signatures with Official Seal

## **Annexure-K: Standard Monetary Deductions for Default/Non-performance of Services**

Both the parties mutually agreed that in case of security personal(s) is found absent/ on leave or not available on duty during any shift at site the penalty shall be imposed in the following manners:

### **Absence with Intimation**

If any security personal(s) is found absent/on leave/short leave or not available on duty at site with intimation to the Higher Education Department Punjab about his absence from duty before any surprise visit/check. The penalty shall be imposed @ Rs. 1,000/- per day/ per personal.

### **Absence without Intimation**

If any security personal(s) is found absent/on leave/short leave or not available on duty at site without intimation to the Higher Education Department Punjab about his absence from duty before any surprise visit/check. The penalty shall be imposed of @ Rs. 2,000/- per day/ per personal

**CONTRACT FOR SECURITY SERVICES**

**BY AND BETWEEN**

**HIGHER EDUCATION DEPARTMENT  
GOVERNMENT OF THE PUNJAB  
(THE CLIENT)**

**AND**

**M/s. \_\_\_\_\_  
(THE CONTRACTOR)**

**FOR**

**“Hiring of Security Services”  
Under Framework (Rate) Contract Basis**

**Dated: -----**

## **CONTRACT FOR HIRING OF SECURITY SERVICES**

This Contract Agreement (hereinafter referred to as the ("**Contract**") is made on the \_\_\_\_ day of \_\_\_\_\_, 2025 ("Execution Date").

**by and between,**

Higher Education Department Punjab, Government of the Punjab, situated at Shahra e Quaid e Azam, Lahore

**AND**

**M/s.** \_\_\_\_\_, a **private limited company**, with its office located at \_\_\_\_\_, Lahore.

**Both the Client and the Contractor may hereinafter be referred to individually as "Party" and collectively as "the Parties."**

**WHEREAS;**

The Client (Higher Education Department Punjab) requires the services of security guards at its office premises.

**AND WHEREAS;**

The Contractor (\_\_\_\_\_) having experience in providing the security services to the organizations, being the lowest bidder in open competitive procurement process under Framework (Rate) Contract Basis as per Punjab Procurement Rules, 2014 has offered to provide the security services to the Client and the Client agrees to avail the said services in accordance with the terms and conditions laid in this contract.

**NOW THEREFORE;**

Both the parties agree to enter into this contract as per the terms and conditions given hereunder:

### **1. SCOPE OF SERVICES**

- 1.14 The Contractor hereby agrees to provide the security services to the Client at the HED premises as detailed in Annexure A of this Contract (hereinafter "Services/Scope of Services").
- 1.15 The Contractor shall provide the Services as and when required by the Client, to the satisfaction of the Contractor.

### **2. DURATION OF CONTRACT**

- 2.1 The duration of the contract is for the period of 06 Months starting from \_\_\_\_ Day of \_\_\_\_ 20\_\_ to \_\_\_\_ Day of \_\_\_\_\_, 20\_\_ or payment up to an amount of Rs. 12,500,000/- (Rupees Twelve Million Five Hundred Thousand Only) estimated amount of actual procurement, whichever occurs earlier ("Term").
- 2.2 This Contract will be initially for the period of one (1) year ("Term") and may be extended for further two (2) years on yearly basis after approval of the Competent Authority of Higher Education Department Punjab.
- 2.3 The Contract shall come into force on the execution date and shall remain valid until the final completion of the job/services or terminated by the Client.

### 3. PAYMENT SCHEDULE

- 3.1 Upon satisfactory performance of the Services, the Contractor shall pay the Client for the Services, in accordance with the payment schedule detailed in Annexure B.
- 3.2 The Contractor shall issue an invoice during the first (1<sup>st</sup>) week of the month. The Client shall make the payment within thirty (30) days of receipt of invoice, provided the required documentation is complete.
- 3.3 The Contractor may withdraw its Services in case the Payment against invoice is delayed beyond thirty (30) days.

### 4. STANDARD MONETARY DEDUCTIONS FOR DEFAULT/NON PERFORMANCE

In case the Contractor breaches any of the terms of this Contract, the Client can make monetary deductions, as stipulated under Annexure C.

### 5. FORTFEITURE PERFORMANCE SECURITY

- 5.1 The Contractor has provided a performance security to the Client in the form of a Performance Guarantee amounting to PKR: \_\_\_\_\_/-
- 5.2 The Performance Guarantee shall be returned to the Contractor upon successful completion of the Contract.
- 5.3 If the Contractor violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract, the Client may forfeit the Performance Guarantee of the Contractor. Failure to supply required services within the specified time period will invoke the penalties as specified in the Contract.

### 6. INSURANCE AND LIABILITIES

- 6.1 The Contractor shall provide and thereafter maintain all appropriate compensation and other liability insurance to cover its employees, agents, servants, and subcontractors performing work or Services in connection with this Contract, including any contributions or any other dues as may be payable under the Provincial Employees' Social Security Ordinance, 1965 and Employees' Old Age Benefits Act, 1976 and in accordance with any amendments, modifications and replacements as may be made from time to time, at no extra cost to the Client.
- 6.2 The Contractor shall provide and thereafter be responsible for any personal injury, death, loss of, damage to, property arising from the acts or omissions of the Contractor, its agents, servants, employees or subcontractors performing work of services in connection with this Contract, including the operation of any vehicles or other equipment, or the use of firearms.

### 7. INDEMNITY

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the Client, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Contractor, Contractor's employees or agents or sub-contractors in the performance of this Contract. This indemnification shall also extend to claims and liability in the nature of compensation payable to any employee during the Term of this Contract.

### 8. TAXES

All stamp duties, taxes, levies and other such charges arising in connection with or arising out of the performance of this Contract shall be borne by the Contractor.

### 9. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

- 9.1 The Contractor hereby warrants and represents that the security guards provided by it under this Contract:
  - 9.1.1 Shall be physically, mentally and medically fit and a medical certificate from a recognized medical institution shall be provided in respect of each security guard provided by the Contractor.
  - 9.1.2 Shall be regularly trained, including on the job training which shall include firing practices and shall be conducted by the Contractor.
  - 9.1.3 Are not affiliated with or belong to any actual or potential terrorist organization, or hate group and will not disclose to any third party any information regarding the security arrangement of the Client.
  - 9.1.4 The guard(s) shall be between the ages of twenty-five (25) to fifty (50) and the supervisors shall be between the age limits of forty (40) to sixty (60) years.

- 9.2 The Contractor hereby represents and warrants that it shall in terms of equipment provide twelve (12) bore shot guns in working condition with ten (10) rounds on each gun and any licenses required in operation thereof or any other equipment shall be procured by the Contractor to provide to the Client.
- 9.3The Contractor hereby represents and warrants that it shall take all reasonable measures to ensure that the Contractor's personnel conform to the highest standards of moral and ethical conduct. The Client may, at any time, request in writing the withdrawal or replacement of any personnel of the Contractor assigned to perform work or Services under this Contract. The Contractor shall, at its own cost and expense, withdraw or replace such personnel forthwith.
- 9.4The Contractor hereby represents and warrants that it shall be fully responsible for all work and services performed by its security guards, and shall for this purpose employ qualified and competent guards to perform services under this Contract, subject to the approval of the Client. For the purposes of this Contract, the security guards shall be directly under the command of the Client.
- 9.5The Contractor hereby represents and warrants that it shall at its own expense provide its security guards with all the necessary uniforms and equipment required for the effective discharge of security Services to the Client.
- 9.6The Contractor hereby represents and warrants that it shall provide telephone, fax number and email of their office to Client to contact \_\_\_\_\_ Regional Office (Operation Room) as and when required.
- 9.7The Contractor hereby represents and warrants that it shall provide the Services as per the Scope of Work stipulated in Annexure A.
- 9.8The Contractor hereby represents and warrants that the Client shall have the right to increase/decrease the number of guards being deployed at Higher Education Department premises at any time subject to prior intimation to the to the Contractor for the needful.

## **10. REPRESENTATIONS AND WARRANTIES OF THE CLIENT**

- 10.1 The Client hereby represents and warrants that it shall coordinate with the Contractor concerning any arrangement (s) of the Services.
- 10.2 The Client hereby represents and warrants that it shall provide an accommodation for living, office, stores, etc. with all the amenities required by the Contractor contingent within the premises of the Client.
- 10.3 The Client hereby represents and warrants that it will exercise supervision of guards and report any misconduct of these guards to the Contractor for prompt remedial measures.
- 10.4 The Client hereby represents and warrants that all inquiries conducted by the Parties shall be joint inquiries to ascertain and apportion responsibility.
- 10.5 The Client hereby represents and warrants that it shall also provide the contact number of relevant officer to be contracted in case of emergency the guards or supervisors employed in accordance with this Contract.

## **11. TERMINATION**

- 11.1 The Client may terminate this Agreement for any of the following reasons:

- 11.1.1 If the Contractor fails/delays in performance of any of the obligations under the Contract/ violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract or engages in any illegal activities, the Client may at any time, without prejudice to any other right of action/remedy it may have, by written notice served to the Contractor, indicate the nature of the default (s) and terminate the Contract, in whole or in part, without any compensation to the Contractor; provided that the termination of the

Contract shall be resorted to only if the Contractor does not cure its failure/delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice. If the Client terminates the Contract for default, in whole or in part, the Client may procure, upon such terms and conditions and in such manner, as it deems appropriate, Services, similar to those undelivered and the Contractor shall be liable to the Client for any excess costs of such similar Services/Works or seek any other remedy available under the Contract.

- 11.1.2 If the Contractor becomes bankrupt or otherwise insolvent, the Client may, at any time, without prejudice to any other right of action/remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor. The Services, which are, complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Client. For the remaining Services, the Client may elect.
- 11.1.3 The Client shall have the right to terminate this Contract by giving one (1) months' notice in writing to the Contractor without assigning any reason and the Contractor shall not be entitled to any compensation in case of such termination.

## 12. ARBITRATION

- 12.1 In the event of any dispute arising between the Contractor and the Client in relevance to this Contract, Contractor and Client shall attempt in the first instance to resolve such dispute through mutual consultation. If the dispute is not resolved through consultation within twenty-one (21) days after one Party has served written notice on the other Party requesting the commencement of such consultations, then the dispute shall be finally settled by arbitration.
- 12.2 The dispute shall be referred for arbitration in Lahore to a Sole Arbitrator agreed mutually by the Parties in accordance with the Arbitration Act 1940 or any amendment thereto or re-enactment thereof for the time being in force.
- 12.3 The arbitration award shall be final and binding on the Parties.
- 12.4 The arbitration fee shall be borne by the losing party or as otherwise provided in the arbitration award.

## 13. NOTICES

Any notice under this Contract shall, unless otherwise stated, be in writing and delivered by post or facsimile transmission or in person to each party at the addresses as given below or at such addresses as notified to the other party in writing.

a. **For \_\_\_\_\_ . (Contractor)**

Chief Executive Officer,  
/s. \_\_\_\_\_  
Address \_\_\_\_\_,  
Cell: \_\_\_\_\_.

b. **For Higher Education Department(Client)**

Section Officer (General)  
Higher Education Department Punjab  
Shahra e Quaid e Azam, Lahore.  
Telephone. 042-99212528  
Email: [soghed699@gmail.com](mailto:soghed699@gmail.com)

14. Bidding Document for Security Services  
**FORCE MAJUERE:**

Signature & Stamp

In case of full or partial impossibility of performance by either Party of its obligations under this Contract, due to acts of force majeure, including, but not limited to such circumstances

as fire, Acts of God, war, military operation of any kind, blockade, prohibitions by state authorities of any level, strikes, lockouts, quarantine, interruption in supply of communal services (electricity, water, transportation, etc) or any other circumstances out of the Party's control, when such failure has been caused by the above indicated circumstances, as well as in case of emergence of economic burden for the Party in excess of reasonable expectations due to substantial change in circumstances on which the Parties were based at the time of the conclusion of the Contract, the time for performance of obligations shall be postponed corresponding to the duration of the above listed circumstances or if such period exceeds four (4) months, then this Contract shall automatically terminate unless the parties first agree otherwise in writing.

## **15. CONFIDENTIALITY**

15.1 The Contractor undertakes and shall ensure complete confidentiality of all and any information in respect of this Contract and the Services stated herein, including without limitation the communications to and by the Client about any of its activity/ information. The Contractor shall not disclose any such information to any person or allow utilization of the same in any manner by any person.

15.2 The Contractor shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by the Client or which the Contractor or any of its employees (guards) may obtain directly or indirectly during the course of performance of this agreement.

## **16. ASSIGNMENT**

The Contractor shall not sub-contract any of its responsibilities contained in this agreement to any sub agent or subcontractor without prior written permission of the Client, and if Client gives such written permission (which permission may be of a general or specific nature), it shall not be construed as waiver of any accrued rights and / or liabilities and the Contractor shall be fully responsible for all acts and omissions of its sub-contractors or sub agents.

## **17. CONTRACT COST**

The Contractor shall bear all costs/expenses associated with the preparation of the Contract and the Client and shall in no case be responsible/liable for those costs/expenses i.e. Contract Stamp duty etc.

## **18. AMENDMENT**

18.1 No term and condition of this Contract may be amended without the prior consultation and understanding between both the Parties.

18.2 This Contract shall supersede any existing arrangements and/or understandings between the Parties in relation to the terms agreed upon under this Contract.

## **19. AUTHORISED REPRESENTATIVE**

19.1 The Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative, from time to time, delegate any/all of the duties/authority, vested in them, to their authorized Representative (s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

19.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Client or the Contractor.

19.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

19.4 Any decision, instruction or approval given by the Authorized Representative in accordance with such delegation, shall have the same effect as though it had been given by the principal.

19.5 Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services shall not prejudice the right of the Client to disapprove such Services and to give instructions for the rectification thereof.

19.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Client, the Contractor may refer the matter to the Client who shall confirm, reverse or

vary such decision or instruction.

**20. GOVERNING LAWS**

This contract shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan and disputes arising out of this Contract are subject to exclusive jurisdiction of the courts of Lahore, to which the Parties irrevocably submit.

**21. RELATIONSHIP OF THE PARTIES**

Except as expressly provided otherwise in this Contract, nothing in this Contract nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorize either Party to make representations or enter into any commitments for or on behalf of any other Party.

**22. SEVERABILITY**

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.

**23. WAIVER**

The failure or delay of either Party in exercising any of its rights provided for in this Contract shall not be deemed to be a waiver of such rights, or any of its other rights under this Contract, nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter. Any waiver must be given in writing and signed by the Party waiving its rights.

**24. ENTIRE CONTRACT**

This Contract is intended by the Parties as the final expression of their Contract and is intended also as a complete and exclusive statement of the terms of their agreement with respect to their relationship and all related matters. All other written or oral understandings, offers, agreements, terms and conditions or other communications of every kind pertaining to the scope of this Contract described herein are hereby abrogated and withdrawn.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

<b>For and on behalf of the Higher Education Department Punjab (Client)</b>	<b>For and on behalf of the _____(Contractor)</b>
<b>Mr. _____,</b> Designation, CNIC #	<b>Mr. _____,</b> Chief Executive Officer, CNIC

**Witness:**  
Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
CNIC No: \_\_\_\_\_

**Witness:**  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
CNIC No: \_\_\_\_\_

## **Scope of Work**

- 1) The Contractor, M/s. \_\_\_\_\_ shall provide Security Staff/ Guards to keep watch and ward and protection of Higher Education Department Punjab, Government of the Punjab, situated at Shahra e Quaid e Azam, Lahore as per the requirements of the Client i.e. Higher Education Department Punjab. The number of guard's can be increased or decreased during the period of said agreement through intimation in writing through letter/email/fax.
- 2) The security guards shall be provided by the Contractor on round-the-clock basis, twenty-four (24) hours per day, seven (07) days per week, including off days and holidays.
- 3) The Contractor shall abide by all the terms and conditions as laid down hereunder:
  - 3.1. To control unauthorized access to HED premises.
  - 3.2. To check entry and exit of the personnel, if required screen / inspect visitors and their baggage(s). Perform suppression and removal of invaders, demonstrators and unauthorized entrants.
  - 3.3. To safeguard the Higher Education Department Punjab premises against theft, damage and misuse. Damage shall include setting up of banners, posters, advertisements, graffiti etc. without Client's permission.
  - 3.4. In case of any theft/ trespassing/unauthorized access or any other act that is under non-compliance of Client's terms and conditions, the Contractor may be delegated power to retain and handover or hold the offender. The Contractor will also help the Client in lodging FIR with Police, if required.
  - 3.5. To recognize and respond to security threats or breaches.
  - 3.6. To recognize and respond to emergency situations and safety hazards such as fire, power outages, medical emergencies, accidents, short circuits.
  - 3.7. To maintain log of all security violations and report occurrences to the Client as quickly as possible considering the nature of the violation;
  - 3.8. To patrol the premises from outside as required by this contract or as directed by the Client to prevent trespassing, vandalism, sabotage, catch a vehicle, etc.
  - 3.9. To monitor and provide information about public events or other activities in the geographic area that may impact operations of the HED.
  - 3.10. To perform monitoring and reporting of breach/breakage in boundary walls, gates, security watch towers, etc.
4. The Contractor shall be responsible for furnishing all Guards' Uniforms, Whistles, Flashlights, Batteries, Metal Detector, Vehicle Checking Mirror, Communication Device i.e. walkie talkie sets with Base station, motorbikes for patrolling (including petrol + maintenance), raincoats, large & medium umbrellas, and other related equipment.
5. The Contractor shall be responsible for seeing that regular supervision is maintained over all working personnel by taking action on and responding to performance concerns. It is the responsibility of the Contractor to see that all their activities are properly coordinated with the Client's operations and modify assignments as required;
6. The Contractor shall be responsible for all acts done by the personnel engaged by it. The Contractor shall at all-time use all reasonable efforts to maintain discipline and good order amongst its personnel and ensure that all its personnel are aware of the code of conduct governing the services including the security Services. The Contractor or its personnel shall

not at any time do, cause or permit any nuisance at the site / do anything which shall cause unnecessary disturbances or inconvenience to the visitors.

The Contractor shall provide appropriate and necessary management and supervision for all of his employees and shall be solely responsible for instituting and invoking disciplinary action against employees not in compliance with Client's terms and conditions and instructions.

7. The Contractor shall ensure proper License/permission, authorization, approval and consent including registrations, all applicable permits including all statutory and regulatory approvals from the concerned authorities, wherever applicable, in order to perform security services. The Contractor shall obtain compliance with all the Applicable Laws, Rules and Regulations, which are applicable to the Contractor or personnel deputed by him and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation.
8. An authorized representative of the Contractor shall ensure his/her presence at short notice when required by the Client.
9. The Contractor is responsible for the medical and accident insurance of its staff, payment of all dues like social security, EOBI etc. The Client shall not accept any responsibility of the designated security personnel in the event of death, injury, disablement or illness that may take place while performing/executing the contract. Any compensation or expenditure towards the treatment of such injury or loss of life shall be sole responsibility of the Contractor.
10. The Contractor shall ensure that it does not engage or continue to engage any person with criminal record / conviction or otherwise undesirable persons and shall bar such person from participating directly or indirectly in the provision of Security Services.
11. The Contractor shall be liable to the penalty for any loss incurred or suffered / any damage caused to movable or immovable property of the Client, on account of delayed, deficient or inadequate Security Services, or interruption in the Security Services for reasons directly and solely attributable to the Contractor.
12. The Contractor shall manage the rotation of guards on as and when required basis and intimate the client accordingly.

**Payment Schedule**

The detail of unit price (Price Schedule) as per Financial Proposal quoted by M/s. \_\_\_\_\_ (Contractor) is given as under:

<b>Description</b>		<b>Location</b>	<b>Qty.</b>	<b>Rate per person/item (Inclusive of all applicable Taxes) PKR</b>
<b>Guarding Staff</b>				
1	Security Supervisor Armed	Higher Education Department Punjab Shahra e Quaid e Azam Lahore	01	
2	Security Guards Armed		01	
<b>Communication Equipment</b>				
7	Walkie Talkie Sets with Base Station or equivalent	Higher Education Department Punjab Shahra e Quaid e Azam Lahore	01	
<b>Accumulated Quoted Bid Price of all items/services Inclusive of all Taxes</b>				

**Standard Monetary Deduction for Default/ Non-Performance of Services.**

Both the parties mutually agreed that in case of security personal(s) is found absent/ on leave or not available on duty during any shift at site the penalty shall be imposed in the following manners:

**Absence with Intimation**

If any security personal(s) is found absent/on leave/short leave or not available on duty at site with intimation to the Higher Education Department Punjab about his absence from duty before any surprise visit/check. The penalty shall be imposed @ Rs. 1,000/- per day/ per personal.

**Absence without Intimation**

If any security personal(s) is found absent/on leave/short leave or not available on duty at site without intimation to the Higher Education Department Punjab about his absence from duty before any surprise visit/check. The penalty shall be imposed of @ Rs. 2,000/- per day/ per personal.